

**HELM**  
**FINANCIAL CORPORATION**

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

*Corrected  
Cover letter  
Only*

*18438-A*

*MAY 20 1995 10 AM*

VIA AIR COURIER

May 19, 1995

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

Dear Ms. Lee:

Reference ICC Recordation No. 18438-A, below is a corrected copy of my letter to you dated May 16, 1995. Please add this letter as the cover for the Assignment of lease indicated below, with the corrected to the number of cars. The filing fee of \$21.00 has already been paid.

Enclosed are four (4) originals of Assignment of Lease dated October 11, 1994 ("Assignment") between the following parties:

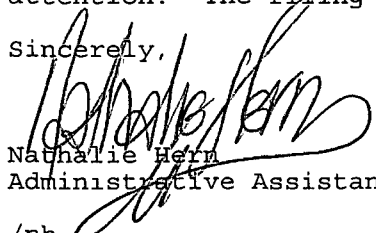
"Assignor":	Helm-Pacific Leasing One Embarcadero Center, Suite 3500 San Francisco, CA 94111
"Lessee":	KRC Aggregate, Inc., d.b.a. Anchorage Sand & Gravel 1040 O'Malley Road Anchorage, AK 95515

The equipment involved in this transaction is as follows:

Equipment: 80, 4 compartment, 100-ton, 3,610 c.f. capacity open top hopper railcars bearing the reporting mark and numbers TNM 20000-20104 under the Rental Agreement for Railroad Equipment dated as of July 29, 1993 between Helm-Pacific Leasing and KRC Aggregate, Inc., d.b.a. Anchorage Sand & Gravel

Please file the Assignment as a supplementary document to Recordation No. 18438 filed October 15, 1993 and return one (1) endorsed original to my attention. The filing fee of \$21.00 is included in the enclosed cheque.

Sincerely,

  
Nathalie Horn  
Administrative Assistant

/nh  
Enclosures (4)

# HELM

**FINANCIAL CORPORATION**

One Embarcadero Center • San Francisco, CA 94111

415/398-4510

FAX 415/398-4816

VIA AIR COURIER

May 16, 1995

Ms. Mildred Lee  
Recordations Unit  
Interstate Commerce Commission  
12th and Constitution Avenue, N.W.  
Washington, DC 20423

RECORDATION NO. 18438-A  
MAY 17 1995 2 PM

Dear Ms. Lee:

Enclosed are four (4) originals of Assignment of Lease dated October 11, 1994 ("Assignment") between the following parties:

"Assignor": Helm-Pacific Leasing  
One Embarcadero Center, Suite 3500  
San Francisco, CA 94111

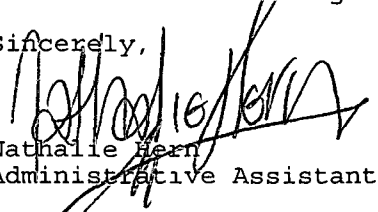
"Lessee": KRC Aggregate, Inc., d.b.a.  
Anchorage Sand & Gravel  
1040 O'Malley Road  
Anchorage, AK 95515

The equipment involved in this transaction is as follows:

Equipment: <sup>80, MAO</sup> 4Q, 4 compartment, 100-ton, 3,610 d.f. capacity open top hopper railcars bearing the reporting mark and numbers TNM 20000-20104 under the Rental Agreement for Railroad Equipment dated as of July 29, 1993 between Helm-Pacific Leasing and KRC Aggregate, Inc., d.b.a. Anchorage Sand & Gravel

Please file the Assignment as a supplementary document to Recordation No. 18438 filed October 15, 1993 and return one (1) endorsed original to my attention. The filing fee of \$21.00 is included in the enclosed cheque.

Sincerely,

  
Nathalie Bern  
Administrative Assistant

/nh  
Enclosures (4)

MAY 17 1995 2 40 PM

ASSIGNMENT OF LEASE

FOR VALUED RECEIVED, HELM-PACIFIC LEASING, a joint venture organized under the laws of the State of Nebraska ("Assignor"), and consisting of Helm Pacific Corporation, a California corporation and Union Pacific Venture Leasing, Inc., a Delaware corporation, hereby assigns and transfers to American National Bank and Trust Company of Chicago, as trustee (the "Trustee"), a national banking association ("Assignee"), and its successors and assigns, all of Assignor's right, title and interest in and to (a) that certain Lease of Railroad Equipment, dated as of July 29, 1993, as amended (the "Lease"), and all rental schedules and supplements thereto of which ANCHORAGE SAND & GRAVEL COMPANY, INC., as successor by name change to KRC AGGREGATE, INC., d.b.a. ANCHORAGE SAND & GRAVEL CO. is lessee and Assignor is lessor, and (b) together with all rentals and other moneys coming due thereunder and all proceeds from insurance, condemnation and requisition proceedings and sale or other dispositions of any of the property subject thereto, payable to or receivable by the Assignor under or in connection therewith, and all rights, powers and remedies (but none of the duties or obligations, if any) of Assignor under the Lease, including, exclusively on the part of the Assignee, all rights of the Assignor to give and receive any notice, consent, waiver, demand or approval under or in respect of the Lease, to exercise any election or option thereunder or in respect thereto, to accept any surrender of any property subject thereto, to execute and deliver any bill of sale for any such property, and to do all other things which Assignor is entitled to do under the Lease.

Assignor authorizes Assignee to do every act and thing in the name of the Assignor, Assignee or otherwise which Assignee may deem advisable to enforce the terms of the Lease, and the Assignor hereby irrevocably appoints Assignee the true and lawful attorney for the Assignor with full power of substitution and revocation, together with full power and authority in the name of the Assignor, Assignee or otherwise, to demand, enforce, collect, receive, receipt and give releases for any moneys due or to become due under or arising out of the Lease or any policy of insurance or indemnity relating to the property subject thereto or the Lease (including any returns of premium), to endorse all checks and other instruments payable to Assignor, and to do and take all such other actions as are referred to in the preceding paragraph relating to the Lease or such property, to file any claims or institute any proceedings for the foregoing which Assignee deems necessary, and to compromise any such demand, claim or action.

Notwithstanding the foregoing, it is expressly agreed that (i) Assignor shall remain liable as Lessor under the Lease to perform all of the obligations assumed by it thereunder, (ii) the obligations of Assignor under the Lease may be performed by Assignee or any subsequent Assignee without releasing Assignor therefrom, and (iii) the Assignee or any subsequent Assignee shall have no liability or obligation under the Lease by reason of this Assignment and shall not, by reason of this Assignment, be

CM

obligated to perform any of the obligations of Assignor under the Lease or to file any claim or take any other action to collect or enforce any payment assigned thereunder.

Assignee accepts such assignment pursuant to that certain Trust Agreement, dated as of December 28, 1990 between Assignor and Assignee. This Assignment is made pursuant to and for the purposes of a certain Assignment and Security Agreement, dated as of the 28th day of December, 1990, given by Assignor and Assignee to **THE CIT GROUP/EQUIPMENT FINANCING, INC.** to secure the payment of the obligations referred to therein and shall remain in full force and effect until such obligations have been paid and discharged in full.

(This space intentionally left blank)

IN WITNESS WHEREOF, this Lease Assignment has been duly executed and delivered as of the 11th day of October, 1994.

(Corporate Seal)

Attest:

HELM-PACIFIC LEASING,  
a Nebraska joint venture

By: Helm Pacific Corporation,  
a General Partner

By: [Signature]

Its: Senior Vice President

Date: 4/7/95

By: [Signature] <sup>KW</sup>

Its: President

Date: 4/7/95

AND

Attest:

By: Union Pacific Venture Leasing,  
Inc., a General Partner

By: [Signature]

Its: V.P. Finance & Asst. Secy.

Date: 4-4-95

By: [Signature]

Its: President

Date: 4-4-95

Acknowledged:

American National Bank and Trust Company of Chicago, a national banking association, as Trustee under a Trust Agreement dated December 28, 1990, and known as Trust No. 3411007

By: [Signature]

Its: TRUST OFFICER

Date: 4/11/95

The undersigned hereby agrees to make all payments under the Lease directly to the Trustee.

ANCHORAGE SAND & GRAVEL  
COMPANY, INC.,  
a Delaware corporation  
Alaska

By: [Signature]

Its: President

Date: 21 March 1995

CM

STATE OF CALIFORNIA

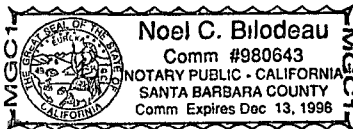
COUNTY OF SAN FRANCISCO

On April 7, 199<sup>5</sup>, before me, Noel C. Bilodeau  
personally appeared David R. Eckles, President of HELM PACIFIC  
CORPORATION,

X personally known to me -OR-

— proved to me on the basis of satisfactory evidence to be the  
person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed  
the same in his/her/their authorized capacity (ies), and that  
by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted,  
executed the instrument.

Witness my hand and official seal.



Noel C. Bilodeau  
SIGNATURE OF THE NOTARY

STATE OF NEBRASKA )

COUNTY OF DOUGLAS )

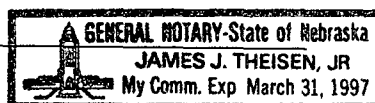
)  
) S  
)

On this 4th day of April, 199<sup>5</sup>, before me personally  
appears D. Chandler Lewis, to me personally known, who being  
by me duly sworn says that he is a President of  
**UNION PACIFIC VENTURE LEASING CORPORATION**, that said instrument was  
signed and sealed on behalf of said corporation by authority of its  
President and Directors and he acknowledged that the execution of  
the foregoing instrument was the free act and deed of said  
corporation as a joint venture partner of Helm-Pacific Leasing.

[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

[Notarial Seal]



*CM*

## SCHEDULE A

To the Memorandum of Lease of Railroad Equipment dated July 29,  
1993 between Helm-Pacific Leasing and KRC Aggregate, Inc., d/b/a  
Anchorage Sand & Gravel Co.

### Equipment Description:

Eighty (80), 4 compartment, 100 - ton, 3,610 cubic foot capacity,  
open top hopper railcars with 45 degree slope sheets; manufactured by  
Trinity Railcar in 1990.

### Unit Numbers:

TNM	20000	TNM	20047	TNM	20094
	20001		20048		20095
	20003		20049		20096
	20004		20050		20098
	20008		20051		20099
	20009		20053		20100
	20010		20054		20103
	20011		20055		20104
	20012		20056		
	20013		20057		
	20015		20058		
	20016		20059		
	20017		20060		
	20018		20061		
	20021		20062		
	20022		20063		
	20023		20064		
	20024		20065		
	20025		20067		
	20026		20068		
	20027		20069		
	20029		20071		
	20030		20072		
	20031		20074		
	20032		20075		
	20033		20076		
	20034		20077		
	20035		20078		
	20036		20079		
	20037		20080		
	20038		20082		
	20039		20083		
	20040		20084		
	20043		20085		
	20045		20088		
	20046		20093		